

CPSC-A-06-0003

COOPERATIVE AGREEMENT
BETWEEN THE
OREGON DEPARTMENT OF HUMAN SERVICES
AND THE
U.S. CONSUMER PRODUCT SAFETY COMMISSION

A. BACKGROUND INFORMATION

The mission of the U.S. Consumer Product Safety Commission (CPSC) is to provide an effective program to assure the safety of consumer products. The reporting of fatalities caused by or relating to consumer products to the Commission enables the Commission to assess the causes and magnitude of the injury problem for which it is responsible under the Consumer Product Safety Act, Public Law 92-573.

As part of its program, CPSC collects death certificates of deaths caused by or relating to consumer products from 52 state health jurisdictions in the United States. The continued receipt of death certificates will provide needed information for the ongoing study of the causes of death from consumer products and ways to prevent such deaths in the future. The collection of such data is essential to giving proper perspective to hazard analysis related to particular products and in giving trend data on product-related deaths.

As soon as the death certificates are received by CPSC's Division of Hazard and Injury Data Systems, they are scanned and coded for entry into the CPSC computer system. The original certificates are destroyed by CPSC after the data entry process is complete. Follow-up investigation of selected cases by CPSC may be conducted, but only in accordance with state health department criteria. Confidentiality of the identity of the accident victim is strictly observed at all times by CPSC and its representatives.

B. OBJECTIVE OF THE DEATH CERTIFICATE PROJECT

The objective of the Death Certificate Project is to provide the Commission with timely death certificates of deaths caused by or relating to consumer products under the jurisdiction of CPSC. The collection of such data is essential to analysis of the hazards of particular products, and in evaluating trends on product-related deaths.

C. STATEMENT OF WORK

Independently, and not as an agent of the Government, the Oregon Department of Human Services, herein referred to as the "Contractor", shall furnish all necessary personnel, materials, services, and facilities to conduct the work set forth below:

1. The Contractor shall collect and furnish to CPSC copies of all death certificates as specified herein (see Paragraph G., Reimbursement). These death certificates are classified under specific

external cause of death codes (ICD-10 Codes), as set forth in Attachment I, for deaths occurring in the Contractor's jurisdiction between October 1, 2005 through September 30, 2006. The search for ICD-10 code will include underlying and contributing causes of death. Copies of death certificates as specified in Item No. 1 (see G., Reimbursement) do NOT have to be certified. The Contractor shall clearly mark the underlying or contributing ICD-10 Code requested on all death certificates submitted. These codes have been selected because of the likelihood that consumer products of interest to the Commission may be involved.

The Contractor shall provide a copy of a computer printout, or other listing, identifying death certificates that meet the selection criteria contained in this Agreement with each group/batch (BT) of certificates submitted. The listing shall include, as a minimum, the ICD-10 Codes and death certificate number, and must cover the time period of the batch submitted.

Copies of death certificates, other than those specified in Attachment I, are NOT required. PAYMENT WILL ONLY BE MADE FOR THOSE CERTIFICATES WHOSE ICD-10 CODES ARE LISTED IN ATTACHMENT I.

The Commission will protect the confidentiality of the certificates and the information contained therein by purging the identity of victims prior to any use of the data by Commission personnel.

D. PRIVACY ACT

This cooperative agreement does not require the Contractor to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the Contractor is not required to, and agrees not to, maintain any system of records for or on behalf of the U.S. Consumer Product Safety Commission, in which any records or any personal data are indexed by, or retrieved by, a person's name, social security number, or any other unique identification.

E. PERIOD OF PERFORMANCE

Performance of work shall begin on October 1, 2005, and shall not extend beyond September 30, 2006. Modification of this Agreement shall be by mutual consent of the parties; however, if either party desires to terminate this Agreement, a written notice to the other party shall be forwarded and received thirty (30) days in advance of the desired termination date.

F. LIAISON OFFICERS

FOR OREGON

Jennifer Woodward, Ph.D.
 State Registrar
 Oregon Dept. of Human Services
 Vital Records Unit
 800 N.E. Oregon Street
 Suite 205
 Portland, Oregon 97232
 Phone: (503) 731-1185

FOR CPSC

Flip Hastings
 Division of Hazard and Injury
 Data Systems
 Consumer Product Safety Comm.
 4330 East West Highway, Room 604
 Bethesda, Maryland 20814
 Phone: (301) 504-7418

G. REIMBURSEMENT

The CPSC will reimburse the Oregon Department of Human Services the estimated total amount of \$1,320.00 for services rendered pursuant to this Agreement. This amount is for the following:

Item	Supplies/Services	Quantity (Estimated)	Unit Price	Amount
1.	Estimated Quantity Death Certificates containing Product Hazard and Injury Information from the State of Oregon.	80 ea.	\$15.00	\$1,200.00
2.	Computer Printouts	lot	120.00	<u>120.00</u>
				\$1,320.00

H. ACCOUNTING AND APPROPRIATION DATA

06 PS EXFM 4310 11282 252e

I. BILLING INSTRUCTIONS

1. The Contractor shall submit vouchers and/or invoices on Standard Form 1034 and Continuation Form 1035 (or any acceptable form of the Contractor's choosing). As a minimum, each invoice shall include:

- a. The name of the organization.
- b. The voucher/invoice number and date.
- c. The cooperative agreement number.
- d. CPSC accounting and appropriation data.
- e. Description, price, and quantity of goods or services actually delivered.
- f. Name, title, phone number, and complete mailing address of the responsible official to whom payment is to be sent.

2. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.

3. Vouchers/invoices shall be sent to:

Mr. Gene Barber, Agency Payment Officer
Accounting Operations
Consumer Product Safety Commission
Bethesda, Maryland 20814
(Phone: (301) 504-7203)

4. Inquiries regarding payment should be directed to the above-named payment officer. Complaints related to the late payment of an invoice should be directed to:

Ms. Deborah P. Hodge, Prompt Payment Contact
Division of Financial Management
Consumer Product Safety Commission
Bethesda, Maryland 20814
(Phone: (301) 504-7130)

5. SF 1034 and 1035 forms will be furnished by CPSC, Contracts Branch, upon request of the Contractor.

J. PROMPT PAYMENT

1. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this Agreement will be due on the 30th calendar day after the later of:

- a. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
- b. The seventh (7th) day after the computer printouts are actually delivered and accepted by the Government.

2. The date of the check issued in payment shall be considered to be the date payment is made.

K. PRICE

The cost of each death certificate shall be the price as stated in Item No. 1 of this Agreement, agreed upon for the period October 1, 2005 through September 30, 2006 (Fiscal Year 2006). THE CONTRACTOR WILL BE REIMBURSED AT THE FISCAL YEAR 2005 UNIT PRICE FOR ALL DEATH CERTIFICATES OF DEATHS OCCURRING BETWEEN OCTOBER 1, 2005 AND SEPTEMBER 30, 2006, REGARDLESS OF ACTUAL SUBMISSION DATE OF DEATH CERTIFICATE(S) TO CPSC. The Contractor will be reimbursed for computer printout batches at the price stated in Item No. 2 of this Agreement.

L. ACCEPTANCE PERIOD

All materials submitted for approval will be reviewed and either accepted or rejected by the CPSC Project Officer in the Division of Hazard and Injury Data Systems, Room 604, 4330 East West Highway, Bethesda, Maryland 20814-4408, within five (5) working days after date of receipt. Acceptance or rejection of materials submitted will be based on the List of Death Certificate ICD-10 Codes that will be collected in Fiscal Year 2005, see Attachment I. All certificates considered to be out-of-scope, i.e., those not falling within the ICD-10 Codes listed in Attachment I, will be returned to the Contractor and will not be reimbursed.

M. DELIVERY

Death Certificates shall be delivered (mailed/faxed) either monthly, quarterly, semi-annually, or annually to the following address:

Death Certificate Project
 Division of Hazard and Injury Data Systems
 U.S. Consumer Product Safety Commission
 4330 East West Highway
 Bethesda, Maryland 20814
 Attention: CPSC Project Officer
 FAX #: (800) 809-0924

N. CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference from the Federal Acquisition Regulation (48 CFR CHAPTER 1) with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

Clause	Title	Date
52.216-18	Ordering	Oct. 1995

N. CLAUSES INCORPORATED BY REFERENCE (Con't.)

Clause	Title	Date
52.216-19	Order Limitations	Oct. 1995
52.216-22	Indefinite Quantity	Oct. 1995
52.222-26	Equal Opportunity	Apr. 2002
52.222-36	Affirmative Action for Workers with Disabilities	June, 1998
52.232-34	Method of Payment by Electronic Funds Transfer other than Central Contractor's Registration	May, 1999
52.233-1	Disputes	July 2002
52.243-1	Changes - Fixed Price	Aug. 1987
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	April, 1984
42.249-8	Default (Fixed-Price Supply and Service)	April, 1984

O. PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1995)

- a. In accordance with Executive Order 12873, dated October 20, 1993, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.
- b. The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, and carbonless paper. A higher standard of 50% recovered material, with 20% postconsumer material, applies to other uncoated printing and writing papers such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard for either of the standards specified in this clause is 50% recovered material content of certain industrial by-products.

P. DRUG FREE WORKPLACE (MAY, 2001)

(a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 – 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;

- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-
- (i) Abide by the terms of the statement; and (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

Q. CENTRAL CONTRACTOR REGISTRATION (OCT. 2003)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record “Active.”
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s

name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those

made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

R. PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1995)

- a. The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.
- b. The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, and carbonless paper. A higher standard of 50% recovered material, with 20% postconsumer material, applies to other uncoated printing and writing papers such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard for either of the standards specified in this clause is 50% recovered material content of certain industrial by-products.

S. DISAGREEMENTS

In the event that CPSC and the Oregon Department of Human Services have a disagreement arising under this Agreement, the parties shall cooperatively seek to resolve the disagreement by themselves. If the disagreement cannot be resolved between them, the parties agree to seek the assistance of a third party in resolving the disagreement.

T. AUTHORITY

This Agreement is entered into pursuant to the authority of Sections 5(c) and 27(g) of the Consumer Product Safety Act, P.L. 92-573, 15 U.S.C. 2054(c) and 2076(g).

APPROVED AND ACCEPTED
FOR THE OREGON DEPARTMENT
OF HUMAN SERVICES

BY Melvin A. Kohn, MD, MPH
Melvin A. Kohn, MD, MPH
TITLE State Epidemiologist
DATE 3/9/06

APPROVED AND ACCEPTED FOR
THE U.S. CONSUMER PRODUCT
SAFETY COMMISSION

BY Doris B. Kessler
Doris B. Kessler
TITLE Contracting Officer
DATE 3-15-06

ATTACHMENT I

LIST OF DEATH CERTIFICATES THAT WILL BE COLLECTED IN FY06

ICD-10 Code	Description per ICD-10 Text
V86	Occupant of special all-terrain or other motor vehicle designed primarily for off-road use
V10-V11, V16-V18	Transport accidents involving a pedalcycle or pedalcyclist
(X40-X45 only ages <5)	Accidental poisonings by exposure to various drugs
X46, X49	Accidental poisonings by and exposure to noxious substances and their vapors (solvents, paints, chemicals, etc.)
X47	Accidental poisonings by and exposure to other gases and vapors
W16	Jumping/diving into water - not drowning/submersion
W09	Fall involving playground equipment
X05-X06	Ignition of nightwear and other clothing & apparel
W65-W68, (W73-W74, only loc=.0-.3) V90.7, V90.8	Accidental drowning and submersion
(W80 only ages <5)	Inhalation/ingestion of other objects causing obstruction of respiratory tract
W75, W76, W81, W83	Accidental suffocation, hanging, strangulation
W44	Foreign body entering into or through eye or natural orifice
W21, W50, W51	Striking against/by sports equip., BB gun, other person (in sports)
W22	Striking against or struck by other objects
W23	Caught, crushed, jammed or pinched in or between objects
W25-W29, (W31 only loc=.0-.2)	Contact with other and unspecified machinery, mowers, knives, etc.
W35-W36, W40	Explosion and rupture of boiler, gas cylinder
W39	Discharge of firework
X11-X19	Contact with heat and hot substances
W85-W87	Exposure to other specified or unspecified electric current
(Y10-Y15 only ages <5); Y16, Y19	Poisoning/exposure of undetermined intent: to drugs (<5), solvents, corrosives

Y17	Poisoning/exposure of undetermined intent to gases and vapors
Y20	Hanging, strangulation and suffocation, undetermined intent
Y21	Drowning and submersion, undetermined intent
Y26-Y27	Exposures to smoke, fire, steam, of undetermined intent

***The search for ICD-10 codes should include underlying and contributing causes.**